

City of Asheville North Carolina



**REQUEST FOR BIDS AND PROPOSALS
BID REQUEST NO. 636-07**

**CAUSTIC SODA FOR THE CITY OF
ASHEVILLE WATER RESOURCES DEPARTMENT**

BID OPENING DATE: MONDAY, JULY 24, 2006, AT 3:00 PM

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, NC 28802
PHONE: (828) 259-5950
NORWOOD R. DUNN, PURCHASING DIRECTOR

BIDS ARE TO BE SEALED AND MAILED TO THE ABOVE POST OFFICE BOX
OR DELIVERED TO THE PURCHASING DIVISION OFFICE LOCATED
AT NO. 3 HUNT HILL PLACE, ASHEVILLE, NC 28801

BIDS MAY BE FAXED TO (828) 259-5440

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DIVISION

Bid Request No.636-07

Date: June 29, 2006

REQUEST FOR BIDS AND PROPOSALS ON

CAUSTIC SODA FOR THE CITY OF ASHEVILLE
WATER RESOURCES DEPARTMENT

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division until 3:00 p.m. on Monday, the 24th day of July, 2006, at which time they will be publicly opened and read.**

TERMS: Net 30 Days

CITY OF ASHEVILLE, N. C.

DEVLIVERY: 5 Days A.R.O.

BY: _____
Norwood R. Dunn, Purchasing Director**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
		REQUEST FOR BIDS AND PROPOSALS ON ESTIMATED ANNUAL REQUIREMENTS OF CAUSTIC SODA. BIDS ARE TO BE SUBMITTED PER THE ATTACHED TERMS, CONDITIONS AND SPECIFICATIONS.			
		<u>BIDDERS PLEASE NOTE:</u>			
		1. REQUESTS FOR EXCEPTIONS TO SPECIFICATIONS OR ALTERNATE BIDS ARE DUE BY 3:00 P.M. ON FRIDAY, JULY 14, 2006.			
		2. NEW CONTRACTS TO BECOME EFFECTIVE AUGUST 1, 2006.			
		3. DELIVERY REQUIREMENT: 5 DAYS AFTER RECEIPT OF ORDER.			

COMPANY NAME: _____
ADDRESS: _____
CITY: _____
FEDERAL TAX I.D. NO.: _____
EMAIL ADDRESS: _____SIGNED: _____
DATE: _____
TELEPHONE: _____
FAX NUMBER: _____

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DEPARTMENT

REQUEST FOR FORMAL PROPOSALS

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
A	300 Tons	<p>Caustic Soda – 76% NaC1 Basis (Ordered in approximate lots of 25,000 pounds of dry weight to be delivered in 3500 gallon shipments – 50% Liquid.) per the attached terms, conditions and specifications.</p> <p>BID: Mfgr: _____</p> <p>Product Name/No.: _____</p> <p>Delivery within ____ days after receipt of verbal order.</p> <p>If awarded contract, the price bid herein shall be held firm for additional purchases until:</p> <p>_____</p>	Ton	\$ _____	<p>=====</p> <p>Total Bid</p>

COMPANY NAME: _____

SIGNED: _____

TITLE: _____

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by The City of Asheville. From the date shown until the date of opening the proposals, the plans and specification of one proposed work and/or a complete, description of the apparatus, supplies, materials or equipment and/or work and services are an will continue to be on file in the office of the Director of Purchasing for City of Asheville, N. C., during usual office hours, and available to prospective bidders.
2. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
3. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
4. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment by City due thirty days after delivery in Asheville and inspection unless otherwise specifically provided, subject to any discounts allowed.

BID

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 30 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order, deliver F.O.B. Asheville, NC. Discounts will be allowed for prompt payments as follows: 10 calendar day, _____ per cent; 15 calendar days, _____ per cent; 20 calendar days, _____ per cent; 30 calendar days _____ per cent.

Bidder: _____ **Address:** _____ **Zip:** _____

By: _____ **Title:** _____
(Authorized to sign bids)

Telephone Number: _____

Date: _____

===== MAILING INSTRUCTIONS =====

1. Bidder to submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U. S. mail. Please address and mark your bid as shown below.

<p style="text-align: center;">CITY OF ASHEVILLE, N. C. PURCHASING DIVISION P. O. BOX 7148 ASHEVILLE, N. C. 28802 BID REQUEST NO. 636-07 SEALED BIDS ON CAUSTIC SODA TO BE OPENED 3:00 O'CLOCK P.M. MONDAY, JULY 24, 2006</p>

3. If forwarded other than by mail, delivery must be made directly to City of Asheville, Purchasing Division, No. 3 Hunt Hill Place, Asheville, North Carolina 28801.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.

**CITY OF ASHEVILLE
PURCHASING DIVISION**

**TERMS AND CONDITIONS FOR CAUSTIC SODA FOR THE
CITY OF ASHEVILLE WATER RESOURCES DEPARTMENT**

1. **SCOPE**: Bids and proposals are invited from responsible manufacturers and/or suppliers of Water Treatment Chemicals to establish a fixed price term contract for the estimated annual requirements of water treatment chemicals as specified herein. Proposals should be submitted on the forms provided pursuant to the enclosed terms, conditions and specifications of this Bid Request.
2. **ISSUING OFFICE**: This Bid Request is issued by the City of Asheville Purchasing Division, No. 3 Hunt Hill Place, P. O. Box 7148, Asheville, North Carolina 28802. Telephone 828-259-5950. All correspondence and inquiry should be made to this address.
3. **CONTRACT TERM**: The quantities identified herein are estimated annual requirements for which the City desires to lock in a fixed price. However, if market conditions prevent fixed pricing for annual requirements, bidders should submit their best bid price and the period of firm pricing. The City reserves the right to extend the contract term for future requirements as noted below. The City will purchase the items specified from the successful bidder as needed.
4. **QUANTITIES**: Quantities as shown in this Bid Request, are approximate anticipated requirements for the specified period, these quantities may increase or decrease with changes in the City's water production. Any contract resulting from this bid request shall be intended to provide all of these needs
5. **OPTION TO PURCHASE ADDITIONAL REQUIREMENTS**: Subject to the successful bidder's acceptance, the City reserves the option to purchase additional requirements of chemical specified herein. Extension of a contract for additional requirements will, in addition to the routine consideration given in the evaluation of bids and award of contract, take into consideration the then current market pricing, as well as the contractor's performance.
6. **APPROVED SPECIFICATIONS**: Approved minimum specifications for the water treatment chemical is enclosed in this Bid Request.

Continued

7. **EXCEPTIONS TO SPECIFICATIONS, PROTESTS OR ALTERNATE BIDS:** In all cases, water treatment chemicals must be furnished as specified and unless noted otherwise, where brand names are used, consider the term “or equal” to follow. However, bidders must obtain written approval prior to the close of bids for any proposed substitution. Bidders requests for approved equals, protests, and/or clarification of specifications must be received by the City of Asheville in writing not less than ten (10) days prior to the date of scheduled bid opening. Any request for approved equal **must be accompanied by samples** and include technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than the specification requirement.

Changes to specifications will be made by written addendum. Prospective bidders may make appointments to discuss these specifications. This, however, does not relieve prospective bidders from the written request for clarification or equals approval.

Bidder's failure to request approved equals, etc. will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids shall be subject to rejection in whole or in part.

In the event that clarifications or approval of an equal etc. changes the written specifications, the City of Asheville will issue an addendum to the bid amending the specifications and, if necessary, postpone the scheduled opening of bids so as to provide at least seven (7) days notification to bidders of the amended specifications prior to the bid opening. Any changes in specifications will be transmitted to all prospective bidders via addendum.

The City of Asheville reserves the right to postpone bid openings for its own convenience.

8. **ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.
- 9, **TECHNICAL INQUIRIES:** Inquiries concerning specifications should be directed to Leslie Carreiro, Water Production Superintendent, or Brad Boris, Water Plant Supervisor, Monday through Friday, 8:30 a.m. – 4:30 p.m. Telephone 828-271-6100. All other inquiries should be directed to Norwood Dunn, Purchasing Director, Monday through Friday 8:30 a.m. – 5:00 p.m. Telephone 828-259-5950.

Continued

10. **DELIVERY/F.O.B. DESTINATION** Materials must be bid delivered F.O.B. Destination Only – City of Asheville Water Production and Quality Control Facilities – North Fork and/or Mills River Treatment Plants. All deliveries are to be made within 5 days after receipt of verbal order.

Bidders are responsible to inspect delivery sites, confirm accessibility, delivery requirements, and verify maximum delivery quantities at each location.

Bulk chemicals ordered under this contract to be shipped in standard truckload quantities.

Ship To Addresses

North Fork Treatment Plant
3374 North Fork - Left Fork
Black Mountain, NC 28711
Phone 828-271-6100

Mills River Treatment Plant
4035 Haywood Road
Horse Shoe, NC 28742
Phone 828-232-4570

11. **INSURANCE REQUIREMENTS:** During the term of the contract the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** – The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage, \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

Continued

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized by the Commissioner of the Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies., and all requirements of the insurer under any of such insurance policies except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under such insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

12. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless and, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability, and exposure, however, caused – resulting from arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
13. **SHIPPING:** **There shall be no additional charges for pallets or special shipping requirements.** Pallet exchange program is acceptable, contractor must identify each pallet with company name. There shall be no deposits on cylinders, totes or pallets. The City requires certified weight tickets on bulk deliveries. Empty cylinders, totes, etc., are to be picked up at time of delivery.
THIS ITEM IS NOT APPLICABLE FOR CAUSTIC SODA.
14. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
15. **REPLACEMENT CYLINDERS:** All cylinders/totes delivered shall be in good order and conform to any and all applicable regulations. In the event that the City damages cylinders/totes, the City shall be responsible for replacement cost of cylinder/tote. Evidence of such replacement cost shall be provided to the City by the contractor. ***THIS ITEM IS NOT APPLICABLE FOR CAUSTIC SODA.***

Continued

16. **ENVIRONMENTAL REQUIREMENTS:** All products furnished throughout the period of this contract shall be in compliance with any and all requirements established or set forth by the NC Environmental Management Division, EPA, OSHA or any other body that has authority to establish requirements for such products.
17. **DELIVERY REQUIREMENTS:**
- a. Delivery hours 7:30 a.m. to no later than 2:00 p.m. (to complete unloading by 4:00 p.m.) Monday through Friday.
 - Gates locked evenings and weekends.
 - Lack of available staff prevents unloading at other times.
 - b. Certified weight tickets must be presented before unloading truck.
 - Trucks cannot be unloaded without certified weight tickets.
 - No split loads between plants (or other plants) resulting in questionable weights.
 - c. Certified chemical analysis must be submitted before unloading.
 - Cannot accept load without current certified chemical analysis on load delivered.
 - Current percentages of chemical required.
 - d. Material Safety Data Sheets submitted minimum of two weeks before first delivery as to allow for training of plant personnel as required by OSHA regulations. If necessary, bidder may be required to provide on-site use/safety training to City employees within 30 days after notification of award. Cost for such training must be identified in bidder's proposal.
 - Updates to MSDS to be sent promptly when revised.
 - e. Driver must be trained in chemical hauled and aware of hazardous materials as required by OSHA standards (29 CFR Part 1910).
 - Driver or company must furnish personal protective gear and must be in use at all times on City property when potential hazards exist during unloading procedures.

Continued

- f. State Division of Environmental Health and Natural Resources requires our facilities to have unloading procedures sign off sheet for drivers and operators. Driver will be required to sign sheet stating that procedures will be followed and maximum air unloading pressures will not be exceeded.
- g. Air pressure to unload tanker may be supplied by water plant compressor at the North Fork and Mills River Treatment Facilities or by the delivery truck air compressor at all facilities. Maximum air pressure must not be exceeded

Two hour unloading time average. Any demurrage for unloading time exceeding allotted time must be absorbed by supplier.

18. **ADDITIONAL REQUIREMENTS:** Bidder should note the following requirements that are applicable to the delivery of products they propose to furnish.

- delivery time and quantity per load restrictions as stated herein;
- additional hose lengths may be required;
- no back orders are allowed;
- pallets must be shrink-wrapped shipped;
- tankers and trucks to be equipped with compressors, pumps, self-contained pneumatic unloading system, or hook devices capable of off loading cylinders;
- no unloading of product in absence of appropriate plant personnel;
- different sized couplings;
- quick connect fill pipe discharge;
- twist lock connection fill pipe;
- special size wrench requirements, etc.
- the City's preference for bellied tanker deliveries of applicable products.

Delivery personnel shall have all safety equipment necessary as required by OSHA for the delivery and handling of products required. It is the sole responsibility of the contractor to ensure that the product is delivered and unloaded properly. In the event the contractor suspects that the unloading facility/equipment is not adequate or safe, he shall at once notify appropriate City personnel before unloading product. Failure to adhere to these requirements will result in the contractor being responsible for any spillage or damage as a result thereof. Demurrage charges are not allowable.

19. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation of a bid. Such expenses shall be borne exclusively by the bidder.

Continued

20. **BIDDER QUALIFICATIONS:** Bidders should be established potable water treatment vendors with at least three (3) years experience in providing chemicals of this type to accounts similar to the size of the City of Asheville. Bidders submitting proposals shall have the experience, manpower, equipment and facilities to provide the specified chemicals in a timely manner and resolve any and all problems at the lowest level.
21. **INSPECTION OF CONTRACTOR'S SITE:** The City reserves the right to inspect, at a reasonable time, the equipment, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City's determination that such equipment, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
22. **TRAINING:** At least once per year, successful contractor shall provide at no expense to the City, an opportunity for designated City personnel to receive training in areas of (but not limited to): technical specifications, use and handling of product, safety issues, emergencies, etc. Upon award of contract, the successful contractor must provide the Water Production staff with names and telephone numbers of personnel to be contacted should an emergency arise.
23. **TAXES:** Water Treatment Chemicals purchased under this contract are subject to a re-sale tax exemption and will not be subject to North Carolina or Buncombe County sales tax. (Tax exemption certificate No. 901-1-011-12821.) The City of Asheville is exempt from federal excise tax.
24. **All bids must be submitted on forms provided and shall remain firm for not less than thirty (30) days.**
25. **BIDDER SUBMITTALS:** Bidders must submit as a part of their bid response, complete documentation and information requested herein including:
 - a. Detailed specifications for the product being proposed.
 - b. A written service narrative describing the manner in which the bidder proposes to service the account, including the availability and cost for providing on-site use/safety training to City employees.
 - c. Provide a list of at least three (3) references, preferably from municipalities similar in size to the City of Asheville which are currently using the product being proposed. Include the name of the organization, a brief summary of the contract, and the name and telephone number of a responsible contact person.

Continued

26. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as non-responsive. The City of Asheville reserves the right to permit the bidder to withdraw non-conforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.
27. **CONTRACT AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to the Request for Bids and Proposals and any addenda thereto, plus the City's issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
28. **PAYMENT TERMS:** Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
29. **DEFAULT AND PERFORMANCE:** In case of the successful bidder's default, the City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
30. **ADVERTISING:** The successful bidder agrees not to use the existence of this contract or the name of the City of Asheville as a part of any commercial advertising without prior written approval of the City of Asheville.
31. **ASSIGNMENT:** No assignment of the contractual obligations nor the successful bidder's right to receive payment hereunder shall be permitted without the written approval of the City of Asheville.
32. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the successful bidder to immediately notify the City of Asheville's Purchasing Director in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept or reject any such alterations without penalty for the remainder of the contract.
33. **GOVERNING LAWS:** The contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
34. **SITUS:** The place of contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

Continued

35. **CANCELLATION**: Unless cancellation becomes necessary due to default of the successful bidder, all contract obligations shall prevail for at least 12 months after effective date of the contract or the placement of first order. After that period, this contract may be cancelled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

Beyond the period of firm, fixed pricing, any notice of price change shall cancel this agreement and the contract may be re-bid as required.

36. **AD VALOREM TAXES**: Bidders/Vendors please note that City Policy adopted by the City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.
37. **MINORITY BUSINESS PROGRAM**: The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to Brenda Mills, Director of the Asheville Minority Program at 828-232-4566 or to the City of Asheville Purchasing Division Office at 828-259-5950. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Minority participation goals for procurement contracts are: 5% African Americans, 2% Hispanic, Asian and Native Americans and 18% for women-owned businesses.
38. **EVALUATION AND AWARD**: The evaluation of vendor bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposed product including selection of the lowest responsible bidder, with consideration of past performance service record, and reliability. The statutory provisions controlling purchasing by local governments in N. C. (GS-143) includes selection standards for use in making of awards. The provision reads, "All contracts shall be awarded to the lowest responsible bidder taking into consideration quality, performance, and the time specified in the bids for the performance of the contract". The City of Asheville reserves the right to accept or reject any or all bids and proposals and, further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.

**MINIMUM TECHNICAL SPECIFICATIONS FOR
CAUSTIC SODA (76% NaCl) 50% LIQUID**

Caustic Soda - (76% NaCl) 50 % Liquid to be ordered in approximate lots of 25,000 pounds dry weight basis. Estimated annual requirements 24 loads of 25,000 pounds – 600,000 pounds.

Caustic Soda to be delivered to the North Fork and Mills River Treatment Plants in 3500 gallon shipments.

Caustic Soda deliveries should be made using bellied tankers.

The supplier MUST furnish a certified chemical analysis and weight ticket of each shipment at time of delivery. Failure to do so shall be grounds for refusal at no expense to the City of Asheville.

Complete analysis of chemical proposed must be furnished with bid.

Upon award, successful bidder must:

Provide training to employees concerning use and safety hazards and MSDS information on site by qualified specialist/representative of each chemical company.

Provide any VHS training videos used in presentation for keeps to train any new employees.

Training to be provided within 30 days of bid acceptance if similar chemical is currently being used.

Training to be provided before any shipment arrives if chemical varies significantly from current chemical being used or is unfamiliar chemical.

BID REQUEST NO. 636-07

CAUSTIC SODA FOR THE CITY OF ASHEVILLE
WATER RESOURCES DEPARTMENT

THE UNDERSIGNED AFIRMS THAT THE PROPOSAL MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____